

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF NEW YORK

LEE WOODARD, ESQ., as Trustee for the
Bankruptcy Estate of THOMAS G. SLEETH

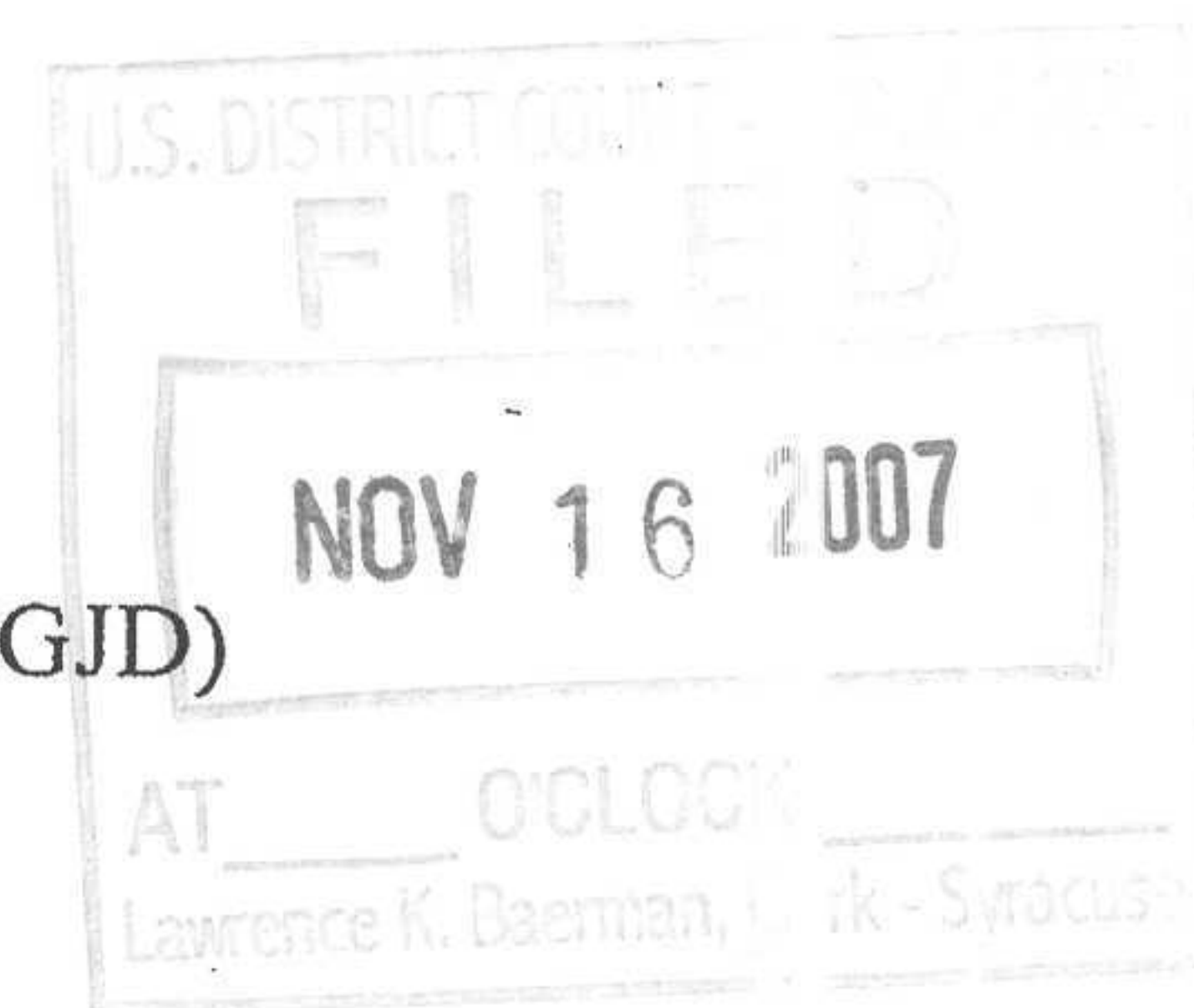
Plaintiff,

Civil Action No.
5:03-CV-0317(NAM/GJD)

v.

THE UNITED STATES OF AMERICA

Defendant.



STIPULATION OF COMPROMISE SETTLEMENT

It is hereby stipulated by and between LEE WOODARD, ESQ., as Trustee for the Bankruptcy Estate of THOMAS G. SLEETH, plaintiff, and the UNITED STATES OF AMERICA, defendant, by and through their respective attorneys, as follows:

1. The parties do hereby agree to settle and compromise the above-entitled action under the terms and conditions set forth herein.
2. The UNITED STATES OF AMERICA, defendant, agrees to pay to the plaintiff the sum of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00), which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the same subject matter that gave rise to the above-captioned lawsuit, including any claims for wrongful death, for which plaintiffs or their heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States of America, its agents, servants, and employees.
3. Plaintiff and its heirs, executors, administrators, or assigns, subject to Bankruptcy Court approval as outlined below, hereby agrees to accept the sum of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) in full settlement and satisfaction of any and all claims, demands,

Woodard/Sleeth v. United States

Civil Action No. 5:03-CV-317

Stipulation of Compromise Settlement

rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof which plaintiff may have or hereafter acquire against the UNITED STATES OF AMERICA, its agents, servants and employees on account of the same subject matter that gave rise to the above-captioned lawsuit, including any future claim for wrongful death.

4. Plaintiff, agrees to file a motion with the United States Bankruptcy Court for the Northern District of New York seeking and recommending approval of the within Stipulation of Compromise Settlement within 10 days of it's execution. Plaintiff shall further forward to all parties copies of the Bankruptcy Court Order approving or rejecting the proposed compromise settlement upon receipt on the court's decision.

5. This Stipulation for Compromise Settlement shall not constitute an admission of liability or fault on the part of the United States, its agents, servants, or employees, and is entered into by both parties for the purpose of compromising disputed claims and avoiding the expenses and risks of litigation.

6. It is also agreed, by and among the parties, that the settlement sum of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) represents the entire amount of the compromise settlement and that the respective parties will each bear their own costs, fees, and expenses and that any attorneys fees owed by the plaintiff will be paid out of the settlement amount and not in addition thereto.

7. It is also understood by and among the parties that, pursuant to Title 28, United States Code, § 2678, attorneys' fees for services rendered in connection with this action shall not exceed 25 per centum of the amount of the compromise settlement.

8. Payment of the settlement amount will be made by a check drawn on the United States of America for Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) and made payable to LEE WOODARD, ESQ., as Trustee for the Bankruptcy Estate of THOMAS G. SLEETH.

Woodard/Sleeth v. United States

Civil Action No. 5:03-CV-317

Stipulation of Compromise Settlement

9. In consideration of the payment of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) as set forth above and upon approval by the Bankruptcy Court, plaintiff agrees that it will execute and file with the Court such documents as shall be necessary to cause the above-captioned action to be dismissed with prejudice from the docket of the Court.

10. By their signatures hereon, plaintiff and counsel for plaintiff certify that plaintiff is neither an infant nor incompetent for whom a guardian has been appointed.

Dated:



JOSEPH S. COTE, III, ESQ.
Cote, Limpert & Van Dyke, LLP
214 North State Street
Syracuse, New York 13203
*Attorneys for Original Plaintiff
Thomas G. Sleeth, and Special Counsel
to the Trustee for the Bankruptcy Estate
of Thomas G. Sleeth*



LEE WOODARD, ESQ., Trustee
for the Bankruptcy Estate of
Thomas G. Sleeth

Dated:


Nov. 15, 2007

GLENN T. SUDDABY
UNITED STATES ATTORNEY
Northern District of New York
PO Box 7198
100 South Clinton Street
Syracuse, New York 13261-7198



Paula Ryan Conan
Assistant U. S. Attorney
Bar Roll No. 102506
Attorneys for the United States of America

APPROVED and SO ORDERED this 16 day of November, 2007:



HON. NORMAN A. MORDUE
Chief U.S. District Court Judge